

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Joseph P. Desmond Examiner: SZPIRA, Julie Ann
Serial No.: 10/601,410 Group Art Unit: 3731
Filed: June 23, 2003 Confirmation No.: 7691
Title: VARIABLE LENGTH NEPHROSTOMY SHEATH

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

STATEMENT UNDER 37 C.F.R. §3.73(b)

Boston Scientific Scimed, Inc. (fka Scimed Life Systems, Inc.), a corporation, submits that it is the owner of the entire right, title, and interest in the patent application identified above by virtue of an assignment from the inventor of the patent application identified above, as evidence by:

- [X] An assignment document, a copy of which is enclosed herewith;
- [] An assignment previously recorded in the U.S. Patent and Trademark Office on _____ at Reel ____, Frame _____.

Please direct all telephone calls and correspondence to:

**BRAKE HUGHES BELLERMANN LLP
CUSTOMER NUMBER 93427**

The undersigned is authorized to act on behalf of the owner.

Respectfully submitted,

**BRAKE HUGHES BELLERMANN LLP
Customer No. 93427
Phone: 202-470-6456**

Date: September 22, 2011

By: /Timothy D. Ford, Reg. No. 47,567/

Timothy D. Ford
Reg. No. 47,567

Attorney Docket No: BSCU-039/00US



PATENT

**ASSIGNMENT
(Sole)**

Joseph P. Desmond, III, residing at 3123 Ryan Court, Bloomington, Indiana 47403 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **VARIABLE LENGTH NEPHROSTOMY SHEATH**, and which is a:

- (1) provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. , and filed on ; or
- (2) non-provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. 10/601,410, filed on June 23, 2003, and bearing Attorney Docket No. BSCU-039/00US.

WHEREAS, Boston Scientific Scimed, Inc., a corporation duly organized under and pursuant to the laws of Minnesota, and having its principal place of business at One SciMed Place, Maple Grove, Minnesota 55311-1566 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

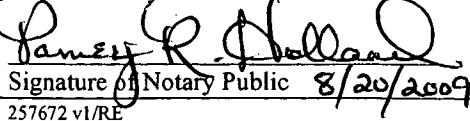
Date: 10/27/05

By: 
Joseph P. Desmond, III

State of Indiana
ss.
County of Owen

On October 27th 2005, before me, Pamey R. Holland, personally appeared Joseph P. Desmond III, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal


Signature of Notary Public 8/20/2009
257672 v1/RE

Place Notary Seal Above